


The following is the Table of Contents for the Internet Bid Package documents.

04a2167a.doc	IFB Package, 20 pages
04a2167b.doc	Std. 213 of Standard Agreement
04a2167c.doc	Sample Standard Agreement, 19 pages
	Exhibit A, Scope of Work
	Exhibit B, Budget Detail and Payment Provisions
	Exhibit C, General Terms and Conditions
	Exhibit D, Special Terms and Conditions
	Exhibit E will be a copy of Residential Agreement available at the Site Inspection.

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN ADDRESS	Agreement No. 04a2167 Bid Due Date: November 4, 2004 Bid Due Time: 2:15 P.M. Bid Opening Time: 2:30 P.M. Attn: Bid Unit	
------------------------	--	--

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6025

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!***October 8, 2004**

INVITATION FOR BID (IFB)
IFB # 04A2167
Notice to Prospective Contractors

You are invited to review and respond to this Invitation for Bid (IFB), entitled **04A2167, Property Maintenance Service Agreement, Residential Manager**. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone (916) 227-6075; Bid Line FAX: (916) 227-1950.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Bobbie Raney, Contract Analyst
Department of Transportation
Phone: (916) 227-6025
FAX: (916) 227-6155

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Bobbie Raney
Contract Analyst

*Technical questions regarding this solicitation will be addressed at a pre-bid conference to be held on October 26, 2004, in Hayward, Ca. See Section C for more details.

Bring written questions to the site inspection. Exhibit E. Residential Agreement will be available at site inspection.

Table of Contents

SECTION	PAGE
A) Purpose and Description of Service	2
B) Bidder Minimum Qualifications	2
C) Bid Requirements and Information	2
1. Time Schedule	
2. Pre-bid Inspection/Site Inspection	
3. Questions and Answers	
4. Reasonable Accommodations	
5. Inclusive Costs	
6. Bonds	
7. Small Business Preference	
8. Insurance	
9. Bid Submittal	
10. Evaluation and Selection	
11. Award and Protest	
12. Standard Conditions of Service	
D) Preference Programs	
1. Small Business Preference	3
Attachments	
1. Bid Proposal (ADM-1412)	
2. Contractor Certification Clauses (CCC 304)	
3. Bid/Bidder Certification Sheet	
4. Required Attachment Check List	
5. Sample Standard Agreement (STD 213):	
Exhibit A, Scope of Work	
Exhibit B, Budget Detail and Payment Provisions	
Exhibit C, General Terms and Conditions	
Exhibit D, Special Terms and Conditions	

A) Purpose and Description of Services

These are state-owned apartment buildings. State law requires an on-site Manager for apartment complexes with sixteen (16) or more units.

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 5 (Exhibit A)** for a more complete description of services.

Contractor shall serve as a Residential Manager (as provided in California Code of Regulations, Title 25, Section 42) of the State-owned apartment building complexes located at 22400 ,22412 and 22315 Rockaway Lane, Hayward, CA 94541 in Alameda County.

Bidder's Minimum Qualifications

- (1) The Manager must submit two sets of fingerprint cards for a criminal background check. Fingerprints must be obtained from local law enforcement agencies at the expense of the applicant.
- (2) The Manager must submit a 'Tenant Application' for a credit check. The credit background must meet the required standards set by the Right of Way Property Management.
- (3) The Manager must have experience successfully managing a 15 or more unit apartment complex building. The applicant must provide references and proof of experience.
- (4) The Manager must rent and reside in a two bedroom/one bath apartment at 22400 Rockaway Lane, Hayward, California under the Standard Residential Rental Agreement. The rental rate will be set at \$900.00 per month for the term of the contract.
- (5) The Manager must document a total household income of \$2,700.00 per month Including the amount of the contract bid.

B) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	Oct. 11, 2004	
Pre-bid Conference and/or Site Inspection	October 26, 2004	10:30AM
Written Question Submittal at Site Inspection on	All questions in by 10/29	
Final Date and Time for Bid Submission	11/4 /04	2:15 pm
Bid Opening	11/4 /04	2:30 PM
Proposed Award Date (estimate)	November 9, 2004	

2. Pre-Bid Conference/Site Inspection

- a) A pre-bid conference/site inspection is scheduled at (10:30 AM, Oct. 26, 2004, at 22400 Rockaway Lane, Hayward, CA.) for the purpose of discussing concerns regarding this IFB.
- b) In the event a potential prime contractor is unable to attend the pre-bid conference/site inspection, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a pre-bid conference/site inspection.
- c) All prospective contractors are to be assembled at the Department of Transportation, 22400 Rockaway Lane, Hayward, CA, at 10:30 AM. Bidders **must sign-in** (on the sheet provided) upon arrival and sign-out upon completion of the walk-through activities. Failure to comply with these provisions **may result in the rejection of your bid**. Department of Transportation will conduct the site inspection of the facilities and disseminate any additional information to participants, if necessary.

3. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing at the site inspection or, bidders are encouraged to submit their written questions by (Oct. 29, 2004).
- b) Written questions must include the individual's name, firm name, complete Address and must reference IFB 04A2167.

If mailed, Questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Department of Transportation, MS-67
Division of Procurement and Contracts
Attention: Bobbie Raney
1727 30th Street
Sacramento, CA 95816

- a) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

4. Reasonable Accommodations

For bidders who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the pre-bid conference/site inspection. The bidder must call the designated Caltrans contact no later than the fifth working day prior to the scheduled date and time of the pre-bid conference/site inspection to arrange for a reasonable accommodation.

5. Inclusive Costs

Bids prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in this Agreement should specifically so provide.

6. Bonds

If the successful bidder's bid exceeds \$5,000.00, bidder will be required to provide a payment bond and a performance bond issued by a company authorized by the California Insurance Commissioner to transact surety business in California (an admitted surety insurer). The payment bond must be written for 100% of the total amount bid/total amount of the agreement. The performance bond must be written for 50% of the total amount bid/total amount of the contract.

7. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" with the Office of Small Business Certification and Resources (formerly OSMB), in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

8. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 5, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

9. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number:04A2167

IFB Name:Residential Manager, Service Contract

Firm Name:Department of Transportation

Firm Address:1727 30th Street, Sacramento, CA 95816-7006

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope may be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 4, Required Attachment Check List**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.

- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 67
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 3**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in

accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.

- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject any or all bids.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.

10. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) The final selection will be made on the basis of the lowest responsible bid. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

11. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.

- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the address below:

Department of Transportation Division of Procurement & Contracts, MS 67 Attention: A.C. Lichtman, Protest and Dispute Manager 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6084 Fax Number: (916) 227-6155
--

It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC-304), **Attachment 2**, or this form can be obtained via the Internet at www.dgs.ca.gov/contracts. Bidder may also, as an option, submit with bid package.

12. Standard Conditions of Service

- a) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the

agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.

- b) All performance under the contract shall be completed on or before the termination date of the contract.
- c) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 304** may be viewed at Internet site www.dgs.ca.gov/contracts.
- d) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- e) The bid of any bidder who is currently in default with the Department of Transportation on a contract already awarded may be accepted; however, bidder understands that any costs associated with the default will be paid prior to award or deducted from the proceeds of any newly awarded contract.
- f) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom or 10% of the amount bid, whichever is less and bidder will be placed on a default status. Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a contract where work has not commenced or was suspended without cause, or (3) where contract is terminated for contractor failing to perform services required by the contract in a satisfactory manner.
- g) After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference

between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.

h) No oral understanding or agreement shall be binding on either party.

C) Preference Programs

The following Preference Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 3 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 2).

Additional References: <http://www.pd.dgs.ca.gov>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business or microbusiness preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the certification approval process should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

BID PROPOSAL

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO.04a2167	PAGE 1 OF 1	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	24 Months	Per Month	Residential Apartment Manager	\$	\$
See Scope of Work: Exh.A For detailed description.					
(Residential Mgr. must pay \$900.00 per month for apartment at complex.)					
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL THIS PROPOSAL	\$

(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.

(3) ANY BID MAY BE REJECTED IF IT IS UNREASONABLE AS TO PRICE.UNREASONABLENESS OF PRICE INCLUDES NOT ONLY THE TOTAL PRICE OF THE BID,BUT PRICES FOR INDIVIDUAL LINE ITEMS AS WELL.

ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES

CCC-304

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above.

(GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 3
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)		8. California Corporation No.
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending: _____		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 4
Invitation for Bid 04a2167

ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package, Attachments 1, 2, 3 and 4.**

Attachments

Attachment Name/Description

_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC 304). The CCC 304 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Bid/Bidder Certification Sheet
_____ Attachment 4	Attachment Check List
_____ Attachment 5	Sample Commercial Service Agreement (STD 213): Exhibit A, Scope of Work Exhibit B, Budget Detail and Payment Provisions Exhibit C, General Terms and Conditions Exhibit D, Special Terms and Conditions Exhibit E, Additional Provisions(Available at Site Inspection or contact Contract Analyst

(Do not return Attach.5)

Note to Contractors:

The following pages represent a sample of the Proposed Form of Agreement that is intended to be awarded from this IFB. Please review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

ATTACHMENT # 5

Sample Property Maintenance Service Agreement

AGREEMENT NUMBER 04A2167
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Transportation

CONTRACTOR'S NAME

2. The term of this Agreement is: November 9, 2004 through Nov. 30, 2006

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 pages

Exhibit B – Budget Detail and Payment Provisions 9 pages

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

8 pages

Exhibit E – Additional Provisions Residential Agreement – Available at Site Inspection or contact Contract Analyst.

1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mapula Conley, Contract Officer

1727 39th Street, Sacramento, CA 95816-7006

California Department of General
Services Use Only

☒ Exempt per: 11.8

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Statement of Work

- A. This is a single provider on-call **monthly** rate service Agreement for State owned right of way property maintenance services. Nothing in this agreement is intended to either implicitly or explicitly create or establish an employment relationship with the State of California nor does it confer any employment rights or benefits upon the Residential Manager.
- B. Residential Manager must follow all tenant rules, regulations and stipulations as set by the Standard Residential Agreement and agreed upon via signature on the agreement. (See Exhibit E for a copy of the Standard Residential Agreement.)
- C. Contractor shall serve as a Residential Manager (as provided in California Code of regulations, Title 25, Section 42) of the State-owned apartment building complexes located at 22400 Rockaway Lane (a 30 unit complex), 22412 Rockaway Lane (a 16 unit complex) and 22315 (a 7 unit complex) on Rockaway Lane, Hayward, CA 94541 in Alameda County.

2. Date and Location of Work

The agreement shall begin on November 9, 2004, contingent upon approval by the State and expire on November 30, 2006, unless extended by amendment. The services shall be provided between 5 PM to 8 AM Monday through Friday and 24 hours each day on Saturday and Sunday.

3. Contract Management

State Agency:Dept. of Transportation	Contractor:
Name:Leo Munneke	Name:
Phone(510) 286-5374	Phone:
Fax:(510) 286-5366	Fax:

**EXHIBIT A
(Standard Agreement)**

Direct all inquiries to:

State Agency: Dept. of Transportation	Contractor:
Section/Unit:R/W/04 Property Mgmt.	Section/Unit:
Attention:Leo Munneke	Attention:
Address:P.O. Box 23440 Oakland, CA. 94612	Address:
Phone(510) 286-5374	Phone:
Fax(510) 286-5366	Fax:

4. Description of Work

A. General Services

1. Resident Manager must reside at premises and maintain a current tenancy account in good standing, at all times during the term of this contract. This includes prompt payment of rent set at \$900.00 per month for the term of the contract.
2. Resident Manager will maintain a local telephone service account with messaging service to receive calls from applicants, tenants and State agents, employees and contractors. Resident Manager will inform tenants at Premises of this telephone service account number. Resident Manager will relay all calls and messages relating to Premises to the Property Manager the following day by 9:00 a.m. on Monday through Friday by 9:00 a.m. on Monday when reporting incidents that occurred on Saturday or Sunday. Resident Manager can reach Property Management at (510) 286-5367.
3. Resident Manager must Immediately report observed deficiencies, nuisances and policy or other emergency actions at Premises to Property Manager at (510) 286-5367.
4. Resident Manager will hold keys to water heater rooms, laundry rooms, crawl space access areas, utility rooms and other key access areas at Premises. Keys will be provided to Resident Manager at State expense. Resident Manager will make keys available to State-authorized agents, employees and contractors as requested by Property Manager. Resident Manager will promptly inform Property Manager if keys made available are not immediately returned to Resident Manager. At the conclusion of this contract's term or as requested by Property Manager, Resident Manager will return all keys received to Property Manager. Resident Manager will not provide lock-out

**EXHIBIT A
(Standard Agreement)**

services for tenants at Premises.

5. Resident Manager must maintain a supply of application materials and provide them to prospective tenants on request. Return completed applications to the Property Manager at 1435 B Street, Hayward, California.

B. Grounds and Common Area Maintenance Duties:

1. Maintain reception areas, interior and exterior stairs and stairwells, landings, walks, pathways, carports, driveways, parking areas and other common areas in a clear and orderly condition. Sweep the areas and keep them free of debris.
2. Promptly replace fuses and electric light bulbs in common areas as they fail. Fuses and light bulbs will be provided by the Property Manager at State expense.
3. Provide ordinary day-to-day maintenance of landscape areas, i.e., sweeping, raking watering, weeding, collecting and removing debris as necessary to keep Premises in good order.
4. Promptly inform Contract Manager of additional observed maintenance needs.

5. Request for Service

- A. The Residential Manager shall respond to service requests transmitted by the Caltrans Contract Manager or his/her designee. In no case shall the Contractor engage in any solicitation of business that might subject the State to any liability for payment.
- B. The State recognizes the Residential Manager's need to schedule his/her work ; however, undue delay completing State work shall be cause for termination of the Agreement. If required by State, the Residential Manager shall show proof of proper scheduling.
- C. Caltrans will pay only for work requested by the Caltrans Contract Manager or his/her designee. The Caltrans Contract Manager or his/her designee will notify the Resident Manager of the location, nature, and extent of the work to be done. This notification shall be the complete instruction and authorization for the proposed work and the Resident Manager shall comply fully with all particulars thereof.

EXHIBIT A
(Standard Agreement)

- D. The Resident Manager shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the order, or if any work not on the original order is requested by lessee, additional authorization shall be obtained from the Caltrans Contract Manager or his/her designee before said work is begun.
- E. Failure to begin work or to complete the work in the time required shall be considered non-conformance and the work request will be withdrawn.

6. Final Cleanup

The Contractor shall leave each work site in a neat and clean condition. The Contractor shall haul away and legally discard any materials or debris caused by his/her work actions from the job site. If applicable, the State shall reimburse the Residential Manager for the actual cost of disposal fees approved by the Caltrans Contract Manager.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. The Contractor invoicing requirements are as follows:

1. The Contractor shall submit an itemized invoice with the following information:
 - a. Contract number
 - b. Statement of work performed
 - c. Materials/supplies purchased or installed
 - d. Date(s) of work
 - e. Starting and ending times
 - f. Property address
 - g. Disposal fee receipts if applicable.
2. The Contractor shall submit an original and two copies of each invoice.
3. Invoices shall be submitted within 30 days of completion of work.
4. Preprinted letterhead invoices do not require the Contractor's signature.
5. The Contractor's signature is required on invoices on which the Contractor's name and address are typewritten or rubber-stamped. Such invoices received without the Contractor's signature will not be accepted for payment.
6. Invoices must be legible and reproducible. Any invoices, which are illegible, incomplete or inaccurate, will be returned to the Contractor for clarification and/or completion.

D. Invoices shall reference this Agreement number and shall be submitted monthly, in arrears to the Caltrans Contract Manager for work performed in the **County of Alameda** to the following address:

Department of Transportation
Right of Way Property Management
Attn:Leo Munneke
P.O. Box 23440
Oakland CA. 94612

E. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided the requirements of the Agreement have been met.

F. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

**EXHIBIT B
(Standard Agreement)**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

- A. The State will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or his/her designee.
- B. It is understood and agreed that the maximum amount of this Agreement is an estimate and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement and that the State will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or hi/her designee.

5. Rates

- A. The rate quoted by the Residential Manager shall be valid for the full term of the Agreement. See Bid Proposal Sheet 1412, Sheet 1 of 1.

6. Allowable Costs and Payments

**EXHIBIT B
(Standard Agreement)**

- A. Payment will be at the rate bid per month. The payment shall include full compensation for furnishing all of the labor, tools, equipment and incidentals necessary to complete the work. No additional compensation will be allowed for specialized equipment and/or disposal fees, unless approved by the Caltrans Contract Manager in writing. Profit, charges for estimates, if any, and overhead markup must be included in the rate bid. Residential Manager will pay the State \$900.00 per month rent for his/her apartment.
- B. Payment will be made for actual time worked on the job at the quoted rate bid. Payment will be made based on the Contractor's invoice, itemized hours worked by date, after approval and inspection by the Caltrans Contract Manager or his/her designee. However, said invoices and/or payment shall not preclude subsequent adjustment(s) based on a later audit by Caltrans.

7. Funding Requirements

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

8. Inclusive Costs

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments, including but not limited to, sales and use taxes required by law or otherwise shall be included

**EXHIBIT B
(Standard Agreement)**

in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

9. State General Prevailing Wage Rates

- A. The attention of the Contractor is directed to, and the Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1.) More than \$25,000 for public works construction or,
 - 2.) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

10. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at:
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

EXHIBIT B
(Standard Agreement)

- D. Questions pertaining to predetermined wage rates should be directed to the Department of Industrial Relations, Division of Labor Statistics and Research, P. O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Materials and Supplies

- A. Any necessary materials, supplies or comparable replacement parts used in connection with ordered services will be paid for at the **CONTRACTOR'S ACTUAL COST**, including any applicable sales tax when substantiated by a copy of the materials/supplies and invoice with a credit to the State for any discounts. The Contractor shall deduct unused materials or supplies from invoice billing. No additional markup will be allowed or paid for by the State.
- B. The Contractor overhead costs associated with the purchase of materials and supplies or comparable replacement parts may be recovered as a component of the Contractor's hourly rate bid for services that include wages, overhead, general administrative expenses, and profit.

3. Bonds

The Contractor shall furnish bonds as required which are to be executed by an admitted surety insurer. Cash deposits shall not be accepted in lieu of bonds. Alterations, extensions of time, extra and additional work, and other authorized Agreement changes may be made without securing consent of the sureties on said bonds.

4. Workers' Compensation Liability

The Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code and agrees to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT D
(Standard Agreement)

5. Non-State Employees

It is expressly agreed that all persons engaged on this work are employees of the Contractor and/or subcontractor, and that none are employees of the Department of Transportation or the State of California.

6. Workmanship

- A. The workmanship shall be equal to the highest standards of the industry and shall be in conformance with the building codes of the State, County and City in which the work is being done; copies of any required building permits shall be submitted to the Caltrans Contract Manager with the Contractor's invoice(s).
- B. The Contractor shall conduct his/her operations in such a manner to cause the least obstruction and/or inconvenience to the tenants. Whenever the Contractor's operations create a condition which is hazardous to the tenants or to the public, the Contractor shall provide, at the Contractor's expense and without cost to the State, flagpersons and/or guards necessary to eliminate the hazardous condition encountered. The Contractor shall furnish, erect or maintain such fences, barricades, light signs and/or other devices that are necessary to prevent accidents and avoid damage or injury to the tenants or the public.
- C. The Contractor shall conduct his/her operation in such a manner as to avoid injury or damage to the property of Caltrans or the adjacent property. If such objects are injured or damaged by reason of the Contractor's operation, they shall be restored at the Contractor's expense.
- D. The Contractor shall protect and indemnify the State of California and its officers and employees from any loss or damage that may occur from any loss or damage to the materials or other things used in performing the work and from liability or injury to or death of any person, either workers or to the public, resulting from the Contractor's operation.
- E. The Contractor shall notify the Caltrans Contract Manager or his/her designee of materials required to complete each job. The installed parts and materials shall be of the same size and capacity and functionally equal to the materials and parts being replaced, or shall be as directed by the Caltrans Contract Manager or his/her designee.
- F. Any work judged unsatisfactory by the Caltrans Contract Manager or his/her representative shall be redone at the Contractor's expense.

**EXHIBIT D
(Standard Agreement)**

7. Legal Responsibility

- A. The Contractor shall comply with all applicable federal, state, county, city and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work to be performed.
- B. The State of California, or any employee of the State of California, shall not be answerable or accountable in any manner for loss or damage that may happen to the Contractor's equipment, tools or materials.
- C. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from any cause whatsoever during the performance of the work or at any time before its completion and final acceptance.

8. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this Article.

9. Termination

- A. The Department of Transportation reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.

**EXHIBIT D
(Standard Agreement)**

- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

10. Default

If, after award and execution of the Agreement, the Contractor defaults, the Agreement may be terminated for non-satisfactory performance. The Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the Contractor may be liable to the State for the difference between the Contractor's original bid price and the actual cost of performing the work by the second low bidder or by another contractor.

Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a Agreement where work has not commenced or was suspended without cause, or (3) where Agreement is terminated for the Contractor failing to perform services required by the Agreement in a satisfactory manner.

11. Change in Terms/Amendment

- A. This Agreement may be amended or modified only by mutual written agreement of the parties.
- B. There shall be no change in the Project Manager without prior written approval by the Caltrans Contract Manager.

12. Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

**EXHIBIT D
(Standard Agreement)**

13. Liability Insurance Provisions

- A. The Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a combined single limit (CSL) of not less than \$1,000,000 per occurrence.

The certificate of insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
 2. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this Agreement.
 3. That the State will not be responsible for any premiums or assessments on the policy.
- B. The Contractor agrees that the bodily injury liability and property damage insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the State and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

14. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The State has established no goals for the participation of DVBE for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. The Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

15. Subcontracting

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager.

EXHIBIT D
(Standard Agreement)

16. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Materials

- A. If the Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the Agreement, the Contractor shall **STOP WORK IMMEDIATELY**. The Contractor shall verbally notify the Caltrans Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours.
- B. Once notified, the Caltrans Contract Manager will immediately request a site investigation and lab analysis report to determine the location(s) and percentage of asbestos material, lead-based paint or other hazardous substances/materials that are discovered or suspected to be present.
- C. Continuation of work shall not commence until the Contractor has been authorized to do so in writing, by the Caltrans Contract Manager.
- D. Should it become necessary to cancel the work request, the Contractor shall be compensated only for work in progress or actually completed to the Caltrans Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- E. Failure to notify the Caltrans Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate cancellation of the Agreement and legal liability to the Contractor for all actual damages resulting.
- F. Asbestos abatement work shall only be performed by a licensed asbestos abatement contractor certified by the Contractors State Licensing Board and currently registered with the Department of Industrial Relations, Division of Occupational Health and Safety.
- G. Lead-based paint abatement work shall only be performed by a certified contractor pursuant to Title 17 of the California Code of Regulations, Section 35001 et.seq.

17. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated

**EXHIBIT D
(Standard Agreement)**

alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.

- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse the Contractor from full and timely performance, in accordance with the terms of this Agreement.

18. Rebates, Kickbacks and Other Unlawful Consideration

The Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

19. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans,

**EXHIBIT D
(Standard Agreement)**

drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

20. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

21. Non-Solicitation

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.